

SERIAL 10010 S OVERHEAD GARAGE DOOR MAINTENANCE AND REPLACEMENT

DATE OF LAST REVISION: July 07, 2014

CONTRACT END DATE: June 30, 2016

CONTRACT PERIOD THROUGH June 30, ~~2013~~ 2016

TO: All Departments

FROM: **Office of Procurement Services**

SUBJECT: Contract for **OVERHEAD GARAGE DOOR MAINTENANCE AND REPLACEMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 26, 2010 (Eff. 06/01/10)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/mm
Attach

Copy to: **Office of Procurement Services**
 Don Jeffery, Facilities Management

(Please remove Serial 06016-S from your contract notebooks)

EVANS OVERHEAD DOOR, LLC, 7043 W. CAROL ANN WAY, PEORIA, AZ 85382

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES 8% OF TOTAL BID AMOUNT.			

PRICING SHEET: NIGP CODE 91055

FIRST CALL

Title	Supplier	Price	Unit
Labor after normal business hours	EVANS OVERHEAD DOOR, LLC	\$40.00	hour
Labor during normal business hours	EVANS OVERHEAD DOOR, LLC	\$40.00	hour
Labor outside the scope of the contract	EVANS OVERHEAD DOOR, LLC	\$90.00	hour
Labor, weekends and holidays	EVANS OVERHEAD DOOR, LLC	\$40.00	hour
Parts, components, materials, cost plus	EVANS OVERHEAD DOOR, LLC	10%	each

Terms:	5% 30 DAYS NET 31 DAYS
Vendor Number:	W000003290 X
Telephone Number:	623-773-9550
Fax Number:	623-773-9602
Contact Person:	Rob Evans
E-mail Address:	rob@evansoverheaddoor.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2013 2016.

DH PACE DOOR SERVICES, 616 WEST 24TH STREET, TEMPE, AZ 85282

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT: Change From Yes to NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%
FUEL COMPRISES 10% OF TOTAL BID AMOUNT.			

PRICING SHEET: NIGP CODE 91055

SECOND CALL

Title	Supplier	Price	Unit
Labor after normal business hours	DH Pace Company	\$76.00	hour
Labor during normal business hours	DH Pace Company	\$38.00	hour
Labor outside the scope of the contract	DH Pace Company	\$38.00	hour
Labor, weekends and holidays	DH Pace Company	\$76.00	hour
Parts, components, materials, cost plus	DH Pace Company	25%	each

Terms:	NET 30
Vendor Number:	W000006935 X
Telephone Number:	480-968-3667
Fax Number:	480-557-7232
Contact Person:	Jack Scott Jesse Bartley Tim Duy
E-mail Address:	Jack.Scott@dhpace.com commercialservice@dhpace.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2013 2016.

MEDLEY MATERIAL HANDLING, 2224 NW GRAND, PHOENIX, AZ 85009
MAXIMUM LIFT SERVICES, LLC 7818 N. 68TH AVE., GLENDALE, AZ 85303

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2%
FUEL COMPRISES 8% OF TOTAL BID AMOUNT:			
PRICING SHEET: NIGP CODE 9105501, 91055			

THIRD CALL

Title	Supplier	Price	Unit
Labor after normal business hours	Maximum Lift Services, LLC	\$42.00	hour
Labor during normal business hours	Maximum Lift Services, LLC	\$42.00	hour
Labor outside the scope of the contract	Maximum Lift Services, LLC	\$42.00	hour
Labor, weekends and holidays	Maximum Lift Services, LLC	\$42.00	hour
Parts, components, materials, cost plus	Maximum Lift Services, LLC	10%	each

Terms: _____ 5% 30 DAYS NET 31 DAYS

Vendor Number: _____ W000017019 X 2011001513 0

Telephone Number: _____ 623 937 4629 602 516 7081

Fax Number: _____ 623 937 3629 602 5167084

Contact Person: _____ Chris Devoe

E-mail Address: _____ cdevoe@maxliftservice.com cdevoe@medleyco.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending June 30, 2013.

CANCELLED EFFECTIVE 07/01/13

OVERHEAD DOOR MAINTENANCE, REPAIR AND REPLACEMENT

1.0 INTENT:

The intent of the Invitation For Bid is to source a responsive responsible contractor to repair, maintain, and replace all types of overhead doors, coiling grille doors, rolling doors; door panels, openers, metal rollup window coverings, electrical devices, switches, dock levelers, and all ancillary components, located at various sites throughout Maricopa County.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

This contract may also be used to replace one type of overhead door with a different type (i.e., replace coiling grill with solid panel). However, this contract IS NOT to be used for the new installation of doors where there were none before.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.16 and 2.17, below).

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 CONTRACTOR REQUIREMENTS:

Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required in repairing, maintaining, and the replacement of overhead doors and other equipment so listed above.

2.2 CONTRACTOR QUALIFICATIONS:

The Contractor shall have a current State of Arizona Registrar of Contractors license classification K -11 or L-11. A copy of the current license shall be included with the bid response. This requirement may be waived upon Contractor's providing written proof of sub-contracting such electrical work to a licensed sub-contractor.

2.3 SERVICE HOURS:

REGULAR HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

WEEKENDS & HOLIDAYS shall be work performed during Saturday, Sunday or during any County holiday.

2.4 RESPONSE TIMES:

Response time to all *REGULAR* service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during *REGULAR* hours, which shall be two (2) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

SUNDAY AND HOLIDAY request shall have a four (4) hour response time.

2.5 EQUIPMENT RENTAL

Machinery/equipment that will be considered as additional cost and used indirectly to the overhead door repair industry, such as, but not limited to:

Man lifts

Forklifts

These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five (5) percent.

2.6 DAMAGE TO COUNTY PROPERTY:

The Contractor shall make necessary repairs to in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.7 PROJECT WORK AND TIME & MATERIALS:

2.7.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. The contractor assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work –or – shall meet with the County agency, discuss what needs to be done, and present the County with a written quote. If the contractor is given a County quote sheet from the requesting agency, the Contractor is not to submit their own project quote sheets - only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope of Work for projects are those labor rates established in Attachment A, PRICING.

2.7.2 The County’s project quote sheet will contain the following information:

The contract serial number and name;
Name and address of site;
FMD site ID number;
Detailed scope of work,
Other information relative to the SOW,
Project cost line item,
Check box for “will quote” or “will not quote” the project,
Deadlines for quote delivery,
Signature line for both the County and the Contractor

2.7.3 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

2.7.4 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials. ALL CONSTRUCTION TAXES SHALL BE A COMPONENT OF THE TOTAL PROJECT COST AND NOT A SEPARATE LINE ITEM.

2.7.5 The Contractor shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.

2.7.6 After receipt of Contractor's project quote, a quote mistake based on error in judgment may not be corrected or withdrawn.

2.7.7 This contract shall also be used for time and materials work (under \$5,000) and priced per hour as bid. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.

2.8 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County its buildings or complexes. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor or authorized subcontractor.

2.9 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of Maricopa County.

2.10 COMPLIANCE WITH FEDERAL, STATE AND LOCAL SAFETY AND BUILDING CODE REGULATIONS:

2.10.1 All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence.

2.10.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site. Not only for the Contractor's employees, but also County employees and the public.

2.10.3 If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified to the satisfaction of the Facilities Management Department.

2.11 QUALITY AND ACCEPTABILITY OF WORK:

The Facilities Management Department Facilities or his authorized representative shall decide all questions, which may arise as to the quality and acceptability of any work performed under this contract. Contractual issues will be addressed to the FMD Contract Administrator, in writing. All correspondence must reference the contract serial number and name.

2.12 REQUIRED BACKGROUND CHECKS:

A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

2.13 INVOICES AND PAYMENTS:

2.13.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name (service requestor) and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

2.13.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.13.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.13.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.14 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.15 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.16 FUEL COST PRICE ADJUSTMENT:

2.16.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.16.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this

Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

- 2.16.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.16.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.16.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.
- 2.16.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 2.16.7 The computation of the fuel surcharge amount shall be determined as follows:
- 2.16.7.1 The fuel cost component from Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 2.16.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
- 2.16.7.3 The surcharge shall be added as a separate line item to the invoice.

2.17 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.18 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a**

company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**
- 3.5.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.**

3.5.11 Workers' Compensation:

3.5.11.1 **Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers)

may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6)

years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.24.1.1 Render a decision;

3.24.1.2 Notify the parties that the exhibits are available for retrieval; and

3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at [USCIS.GOV](https://uscis.gov).

3.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.28 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.28.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

3.28.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.29 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.